

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

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HOLIDAY PROVISIONS

FOR

PAINTER: ALL CLASSIFICATIONS

IN

FRESNO, KINGS, MADERA AND TULARE COUNTIES

200-294-1

7-1-05

PAINTERS' MASTER AGREEMENT

July 1, 2005 – June 30, 2008

Preamble

No. 1: THIS AGREEMENT, amending the Painters & Decorators Joint Committee Master Agreement of July 1, 2005 is made and entered into this first day of July 2005 by and between the Painters' Union Local 294 (Mixed) IUPAT AFL-CIO, hereinafter referred to as the "Union," acting as the exclusive collective bargaining representative of the employee members of said union or who, hereafter become members thereof, and the Fresno PDCA/Fresno County Finish Contractors Association, acting as the exclusive collective bargaining representative of its employer members of said association or who, hereafter become members thereof, and any other employers or associations of employers who are signatory to this agreement, or any copy thereof, all hereinafter referred to as "Employers."

No. 2: WITNESSETH: That for, and in consideration of, harmonious relations between the parties signatory hereto and the public of Fresno, Madera, Kings, and Tulare Counties; and, the maintenance of stability of the conditions of employment and other mutually beneficial relations; and, for the purposes of preventing strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time; and, for the purpose of protecting and safeguarding the health and safety of all parties concerned, the parties signatory hereto have agreed that the understanding hereinafter set forth shall be binding on all members of the parties thereto individually and collectively. The Fresno PDCA/Fresno FCA is authorized to represent and bind, and does bind, all its members to this agreement without further action on the part of any said member.

No. 3: The Fresno PDCA/Fresno FCA recognizes Painters' Local Union No. 294 as the bargaining representative of all employees employed by the contractors herein, wherever such employees may be employed. Local No. 294 recognizes the Fresno PDCA/Fresno FCA as the representative of its members and the individual contractors who designate such chapter as such representative.

R E C E I V E D

Department of Industrial Relations

AUG 03 2005

Div. of Labor Statistics & Research
Chief's Office

SECTION III

ARTICLE 1. HOURS & WORKWEEK: A regular workweek shall constitute forty (40) hours within the weekly pay period. Employees shall be paid at the prescribed rates set forth in this Agreement except, in the following circumstances, overtime shall be paid as follows:

A. All Saturdays and Sundays shall be paid at one and one-half times the regular rate of pay. All holidays listed in Section III, Article 2, Par. A, shall be paid at Double Time.

B. Any hours worked in excess of forty (40) hours within the weekly pay period shall be paid at the rate of one and one-half times the regular rate of pay.

C. Any hours worked in excess of eight (8) hours a day shall be paid at one and one-half times the regular rate of pay. Hours worked after eight (8) hours a day, up to ten (10) hours a day, shall be subject to the provisions of "Emergency Work" at Article 3 of this Section. All work for which overtime is payable under this Section of the Agreement is voluntary, at the option of the employee, if requested to do so. A ten-minute morning break shall be permitted each workday. On a 10-hour work day, an additional 10 minute afternoon break shall be allowed.

ARTICLE 2. Holidays: The recognized holidays shall be as described in paragraph A of this Article.

A. New Years Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving and the Friday after Thanksgiving, Christmas Eve, and Christmas Day, or days celebrated as the aforementioned holiday. Any holiday falling on Saturday will be recognized on Friday and any holiday falling on Sunday will be recognized on Monday, or as coordinated by the Building Trades.

B. Designated Days Off:

There shall be three (3) Designated Days Off: May 26, 2006, July 3, 2006, September 1, 2006, May 25, 2007, July 5, 2007, August 31, 2007, and May 23, 2008. Working on these days shall be optional, meaning that the employee may have the day off without penalty, but if he/she works it is for straight time.

C. 3/5 Rule:

When the work shift covers both a weekday and weekend, the 3/5 rule shall prevail; that is, up to 3 hours may overlap into the weekend without triggering any overtime pay.

D. Reallocation of Wages to Fringe Package:

The Union may take a portion of the existing wage to use for existing fringes. The employer and the Department of Industrial Relations (DIR) shall be notified at least thirty (30) days prior to implementation of the changes and the changes shall be posted by the DIR before becoming effective.

E. Positively NO WORK shall be performed during any hour of the twenty-four (24) hours of Labor Day.

EMERGENCY WORK

ARTICLE 3.

A. In cases of emergency work, as defined in paragraph B of this Article, an employee may work on Saturdays, but only up to a maximum of eight (8) hours and up to ten (10) hours in a day Monday through Saturday, at straight time under this Article, provided, however, that all hours in excess of forty (40) in a pay period shall be paid at one and one-half times the regular rate of pay. The Employer shall notify the Union of such emergency. The foreman on the job may give such notification. Approval of "emergency work" shall not be withheld by the Local Union, so long as the Local Union receives notification of such emergency within twenty-four (24) hours of the commencement of the "emergency work."

B. Emergency work will be allowed on all New Construction, Repaints and Renovations:

1. Where work by other trades will interfere with painting, taping, and wall covering activities; or,
2. At any public or private occupied facility where the operation will interfere with normal business activities, either by inconvenience, overspray, hazardous fumes or wet paint; or,
3. Where required completing the task at hand.